

**EMPLOYMENT AGREEMENT
TOWNSHIP MANAGER**

AGREEMENT, made this 1st day of July, 2020 by and between **THE TOWNSHIP OF TEANECK**, a municipal corporation of the State of New Jersey, with its administrative office at the Paul A. Volcker Municipal Green, 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter sometimes referred to as "the Township") and Dean B. Kazinci, residing at 90 Alta Vista Drive, Ringwood, NJ 07456 (hereinafter sometimes referred to as "the employee");

WITNESSETH:

WHEREAS, the citizens of the Township have adopted a form of government known as the "Council-Manager plan" (NJS 40:69A-81 et seq.), under which the municipality is governed by an elected Council and by an appointed Municipal Manager who serves as Chief Executive Officer; and

WHEREAS, by Resolution No. 69-2019, the Township Council, as the appointing authority under NJS 40:69A-89, appointed Dean B. Kazinci to the title and position of Municipal Manager of the Township, in accordance with the provisions of NJS 40:69A-93 on the basis of certain agreed terms of employment, which this agreement is intended to memorialize; and

WHEREAS, Dean B. Kazinci accepted the appointment and agreed to the terms and conditions of employment hereinafter set forth;

NOW, THEREFORE, in consideration of the appointment, the mutual covenants hereinafter set forth, and the mutual benefits to be derived by the performance thereof, the Township Council (hereinafter referred to as "the appointing authority") and the employee agree as follows:

FIRST: Duties.

The employee shall perform the duties of Municipal Manager as set forth in NJS 40:69A-95 and Section 2-24 of the Teaneck Township Code, and as each may be amended from time to time.

SECOND: Compensation.

The employee shall be paid an annual salary of \$175,000 and payable in the same manner all municipal salaries are paid.

The employee shall be eligible to receive paid medical benefits upon separation of service with the employer until Medicare eligibility. The health insurance plan shall be "Single Direct 15" through SHBP or the equivalent thereof should such plan no longer be provided in the future. The employee's eligibility in Chapter 330 through the SHBP provides for a substantial reduced cost to the employer.

THIRD: Term.

A. Removal with and without cause. As set forth in NJSA 40:69A-93, the employee shall hold office for an indefinite term and may be removed with or without cause, by a majority vote of the appointing authority at any time.

B. Voluntary resignation. Nothing herein contained shall prevent the employee from voluntarily resigning his/her position; provided, however, it shall be on no less than three (3) months' notice, in order for the appointing authority to recruit a replacement. At any time after notice is given by the employee, the appointing authority may accelerate the employee's resignation date, in which even the employee shall be paid his/her accumulated vacation time and terminal leave payments as may be provided to all other managerial/executive employees, if any in a lump sum on the first salary pay date following the effective date of resignation.

FOURTH: Employment Benefits.

As applicable and unless otherwise expressly stated in this Agreement, the employee shall be afforded the standard benefits afforded to all managerial employees as outlined in the Managerial, Executive, Professional and Confidential Employees Personnel Rules and regulations, annexed hereto and made part hereof, and as may be amended from time to time by the Township Council, except he/she shall continue to receive 203 hours per year effective with the commencement of this Contract. Employee agrees that he/she shall take no more than ten (10) consecutive work days' vacation unless expressly approved by Council in advance.

In the event circumstances arise that prohibits the Manager from using vacation time during any calendar year, up to ten (10) days can be "cashed" in by December 31st of the current year..

In lieu of a car allowance, the Township shall provide the employee with the use of an automobile from the municipal pool of vehicles for use by the employee on a 24/7 basis, and the Township shall pay for the fuel, maintenance, and insurance thereof. In the event a vehicle becomes unavailable, the employee shall receive a car allowance of \$500.00 per month and payment or reimbursement for attendance at professional conferences and professional dues, as may be provided for in each annual budgetary allocation and as follows:

A. Professional conferences.

The cost of attending the annual meeting of the International City Manager's Association (ICMA), but not to exceed \$1500.00 and the annual convention of the New Jersey League of Municipalities, or New Jersey Municipal Managers' Association, but not to exceed \$500.00, if provided for in the Municipal Budget.

B. Professional dues.

ICMA; New Jersey Municipal Managers' Association.

C. Paid tuition or attendance fees for courses, seminars, or training which are job related or are a requirement for sustaining professional licenses subject to the Township Council's approval.

FIFTH: Performance evaluation; goals.

A. Annual evaluations.

The appointing authority shall review and evaluate the performance of the employee during the fourth quarter of each calendar year of employment. The evaluation shall be in accordance with specific criteria established by the appointing authority. Each member of the appointing authority shall complete said evaluation in writing and deliver same to the other members of the appointing authority. After a reasonable opportunity given to each member to supplement his/her evaluation, the Mayor shall provide the employee with a written summary of the evaluations of the members. Thereafter, the employee shall be given an opportunity to meet with the appointing authority in closed session to discuss the evaluation and respond to it.

B. Goals.

At least annually, the appointing authority and employee shall establish and reestablish policy and performance objectives, and to the extent possible, assign priorities and timetables for their achievement, with due consideration to budgetary limitations, funding sources, and the two-years terms of any Township Council as a whole.

SIXTH: Indemnification; bonding.

A. Indemnification. The Township shall indemnify and hold the employee harmless from any and all claims, demands, legal actions, judgments and damages, arising out of the performance of his/her duties hereunder, except the following:

1. Punitive damages recovered against the employee by third-parties, provided, however, the Township shall provide a necessary defense to any covered legal action making demands for punitive damages.
2. Compensatory damages recovered against the employee for actions held to be gross negligence or willful violations of law, provided, however, the Township shall provide a necessary defense to any covered legal action in which such accusations are made.
3. Legal actions (including cross-claims and third-party complaints) initiated by the Township against the employee for a breach of this agreement, gross negligence or a willful violation of law; provided, however, this shall not include any declaratory judgment action between the parties to interpret their relative rights and/or duties under the Council-Manager form of government.

B. Bonding. The Township shall bear the full cost of any fidelity or other bond required of the employee by any law or municipal contracting authority.

SEVENTH: Miscellaneous provisions:

A. Further assurances. The parties agree to execute such further or other documents and assurances which may be required from time to time in order to give effect to the provisions of this agreement.

B. Severability. In the event that any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable and the remaining parts and provisions of the agreement shall remain in full force and effect.

C. Notices. All communications in connection with this agreement shall be in writing and sent by postage prepaid first class mail, and if relating to default or termination by certified mail, return receipt requested, or by personal hand-delivery addressed to each party at the address written above, or to the employee at the municipal building. The date of giving any mailed notice shall be the date of the post office deposit, and the date of giving hand-delivered notice shall be the date of delivery.

D. Governing law. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

E. Entire agreement; amendment; non-waiver. This agreement sets forth the entire agreement between the parties and may be modified and amended only by a written instrument executed by both parties. None of the provisions of this agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party executing the waiver.

F. Mutual mistake of legal requirements. This agreement shall be deemed to include all provisions and clauses required by law to be included herein. If after the execution of this agreement, it is discovered that any provision required by law to be included herein has been omitted, through mistake or otherwise, or has been incorrectly included herein, then upon application of either party the agreement shall forthwith be amended to correct the error or omission, and the effectiveness of this agreement shall not be affected by said error.

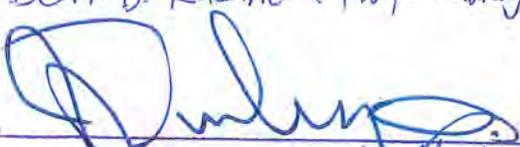
IN WITNESS WHEREOF, the Township has caused this agreement to be signed by the mayor and attested by the Township Clerk, and the Township seal affixed thereto, and the employee has hereunto set his/her hand and seal, or caused this agreement to be signed by its corporate officers thereunto duly authorized and caused its proper corporate seal to be hereto affixed, the day and year first above written.



Doug Ruccione, Act. Twp. Clerk



Dean B. Kazinski, Twp. Manager



Dr. James Dunleavy, Mayor